

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 8 SEP 98		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Department of the Army Corps of Engineers Fort Worth District		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(✓)		9A. AMENDMENT OF SOLICITATION NO. DACA63-98-B-0060	
				×		9B. DATED (SEE ITEM 11) 20 AUGUST 1998	
						10A. MODIFICATION OF CONTRACTS/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE				FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The Solicitation for ROOFING REQUIREMENTS CONTRACT, FORT POLK, LOUISIANA, is amended as follows:

See Continuation Sheet.

NOTE: Bid Opening Date is "22 September 1998, 2 p.m., local time," as previously announced.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE
30-105-02
STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243
USAPPC V1.00


Item 14. Continued.

a. On the CD Label change "DACA63-98-R-0060" to read "DACA63-98-B-0060". Change the title from "FORT POKL, LA" to read "FORT POLK, LA".

b. Standard Form 1442.- Standard Form 1442 shall be voided and the accompanying new Standard Form 1442, shall be substituted therefor.

c. Bidding Schedule.- Page 00010-34 of the Bidding Schedule shall be voided and the accompanying new Pages 00010-34, 00010-35, and 00010-36, each bearing the notation "ACCOMPANYING AMENDMENT NO. 0001," shall be substituted therefor.

d. Special Contract Requirements.- Special Contract Requirements shall be voided and the accompanying new Special Contract Requirements, shall be substituted therefor.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES
	IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.			
4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER		
7. ISSUED BY	CODE	8. ADDRESS OFFER TO		
9. FOR INFORMATION CALL 		A. NAME	B. TELEPHONE NUMBER <i>(Include area code) (NO COLLECT CALLS)</i>	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date):*

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving
☐ award, ☐ notice to proceed. This performance period is ☐ mandatory, ☐ negotiable. *(See _____.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS?

(If "YES," indicate within how many calendar days after award in Item 12B.)

☐ YES ☐ NO

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ *(hour)*
 local time _____ *(date)*. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes
 containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will
 be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NUMBER (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal or greater than the minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS 

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ()☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this

document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD. (Contractor is not required to sign this document.) Your

offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

ACCOMPANYING AMENDMENT NO. 0001

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT QUANTITY</u>	<u>U/I</u>	<u>PRICE</u>	<u>AMOUNT</u>
1360	PAINT ALUMINUM VERAL WATER- PROOFING WITH PRIMER COAT OF ZINC CHROMATE PRIMER AND TOP COAT ENAMEL	2,000	SF	\$ _____	\$ _____
1361	CLEAN GUTTERS TO REMOVE ALL FOREIGN MATTER TO INCLUDE BUT NOT LIMITED TO PINE STRAW, DEBRIS AND AGGREGATE.	50,000	LF	\$ _____	\$ _____
1362	PROVIDE ROOF INSPECTION SERVICES TO INCLUDE EVALUATION AND SUBMISSION OF ALL INSPECTION REPORT DATA; REPORT DATA SHALL INCLUDE INFRA-RED PHOTOS THAT INDICATE POSSIBLE WET INSULATION AND APPROXIMATE AREA OF WET INSULATION; INSPECTION REPORT SHALL IDENTIFY THOROUGH ROOF PLANS OR PHOTOGRAPHS, ALL ROOF PENETRATIONS, ROOF DRAINS AND INTERIOR STORM DRAINS AND ALL GUTTERS THAT REQUIRE REPAIRS, INTERIOR STORM DRAIN TESTING SHALL INCLUDE TEMPORARY BLOCKING STORM DRAIN, VERTICAL STACKS AND TESTING VERTICAL STACKS BY FILLING THE STACKS WITH WATER FOR 24 HOURS. REMOVE ALL BLOCKAGE AFTER TEST. SUBMIT AN ESTIMATED QUANTITY OF ITEMS PROPOSED FOR REPAIR.	30,000	CSF/ ROOF AREA	\$ _____	\$ _____
1363	REPAIR BUILDING INTERIOR STORM DRAIN PIPING AND ASSOCIATED ELBOW AND TEE CONNECTIONS FOR PIPE SIZE UP TO 8 INCHES DIAMETER	500	LF	\$ _____	\$ _____
1364	CLEANING ROOFING SURFACES SO AS TO REMOVE ALL FOREIGN MATTER SUCH AS BUT NOT LIMITED TO GLASS, NAILS, RUBBISH AND TRASH	30,000	CSF/ ROOF AREA	\$ _____	\$ _____
1365	BOND COST (PER \$1,000(TH)	1,000	TH	\$ _____	\$ _____
1365.AA	INITIAL BONDING (PERFORMANCE-\$1,000; PAYMENT-\$50,000)	1	LS	\$ _____	\$ _____
1365.AB	ADDITIONAL BONDING (CONSENT OF SURETY-PER \$1,000)	1,000	TH	\$ _____	\$ _____
TOTAL BASE YEAR					\$ _____

ACCOMPANYING AMENDMENT NO. 0001

BIDDING SCHEDULE (cont)

NOTES:

1. ARITHMETIC DISCREPANCIES (EFARS 14.406-2)

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

- (1) Obviously misplaced decimal points will be corrected;
- (2) In case of discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected; and
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purposes of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

2. If a modification to a bid based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

3. Bidders must bid on all items.

4. Costs attributable to Division 01 - General Requirements are assumed to be prorated among bid items listed.

5. Responders are advised that this requirement may be delayed, cancelled or revised at any time during the solicitation, selection, evaluation, negotiation and/or final award process based on decisions related to DOD changes in force structure and disposition of the Armed Forces.

ACCOMPANYING AMENDMENT NO. 0001

BIDDING SCHEDULE (cont)

NOTES: (cont)

6. For the purpose of this solicitation, the word "item" shall be considered to mean "schedule" as used in Provision 52.214-0019, CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION, in Section 00100 INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS, excluding additives, deductives, or optional items.

7. Abbreviations are as follows:

BF	Board feet
CSF	100 square feet
EA	Each
HR	Hour
LF	Linear feet
SF	Square feet
SQ	Square (100 square feet)

TABLE OF CONTENTS

SECTION 00800 SPECIAL CONTRACT REQUIREMENTS

1	52.216-20	DEFINITE QUANTITY (OCT 1995)
2	52.211-12	LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)
3	52.211-13	TIME EXTENSIONS (APR 1984)
4	52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
5	52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
6	52.239-7016	TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)
7	52.231-5000 efr	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) - EFARS
8	52.249-5000 efr	BASIS FOR SETTLEMENT OF PROPOSALS
9	52.0-4039	YEAR 2000 COMPLIANCE (JULY 1998)
10	52.0-4083	CORRESPONDENCE IDENTIFICATION (52.0000-4083)
11	52.1-4038 196	TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989) (ER 415-1-15) (52.0001-4038 1/96)
12	52.1-4042 196	ASBESTOS ABATEMENT INSURANCE - (52.0001-4042 196) (JAN 1991)
13	52.1-4043 196	LEAD-BASED PAINT ABATEMENT INSURANCE (52.0000-4043 196) (SEP 1993)
14	52.1-4046 196	SUPERINTENDENCE OF SUBCONTRACTORS (52.0001-4046 196) (1965 JAN)
15	52.1-4048 196	RESPONSIBILITY OF THE CONTRACTOR (1991 LOCAL)(52.0001-4048 196)
16	52.1-4051 196	EPA INDEMNIFICATION UNDER CERCLA - (42 u.s.c. 9619) - FIXED PRICE CONTRACT (52.0001-4051 196)
17	52.1-4063	VALUE ENGINEERING CONTRACTOR PROPOSAL - VECF (AUG 86) (52.0001-4063)
18	52.28-4000	HAZARDOUS MATERIALS ABATEMENT INSURANCE - (AUG 1997) (52.0028-4000)
19	52.211-4406 196	LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984) (52.0211-4406 1/96)
20	52.217-4006	EVALUATION OF OPTIONS (AUG 1996) (52.0217-4006)
21	52.228-4005 196	REQUIRED INSURANCE (APR 1984) (52.0228-4005 1/969)
22	52.236-4001 EBS	CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1996) (52.0236-4001 EBS)
23	52.236-4004 196	PHYSICAL DATA (APR 1984) (52.0236-4004 196)
24	52.236-4006 196	PAYMENT FOR UTILITY SERVICES (FAR 36.303(c)(6)) (52.0236-4006 196)
25	52.236-4015 196	QUANTITY SURVEYS (APR 1984) (52.0236-4015 196)
26	52.236-4016 196	QUANTITY SURVEYS (APR 1984)--ALTERNATE I (APR 1984) (52.0236-4016 196)
27	52.236-4201	PERFORMANCE EVALUATION OF CONTRACTOR (52.0236-4201)
28	52.236-4243 IDQ	ECONOMIC PRICE ADJUSTMENT FACTOR FOR OPTION YEARS (52.0236-4243 IDQ)

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

1 52.216-20 DEFINITE QUANTITY (OCT 1995)
(Reference 16.506(c))

2 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum for each day of delay .

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

3 52.211-13 TIME EXTENSIONS (APR 1984)

Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

4 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

5 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all

necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)
(R 7-603.30 1967 APR)
(R 7-2102.4 1976 OCT)

6 52.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)

(a) Definitions. As used in this clause--

(1) "Securing" means the application of Government-approved telecommunications security equipment, devices, techniques, or services to Contractor telecommunications systems.

(2) "Sensitive information" means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) "Telecommunications systems" means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, Contractors, and subcontractors to transmit--

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: (Identify the location.)

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from (identify where list can be obtained). Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with (list and identify the location of any telecommunications security equipment, device, technique, or service currently being used by the technical or requirements organization or other offices with which the Contractor must communicate).

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)

**7 52.231-5000 efr EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)
- EFARS**

(a) This clause does not apply to terminations. See 52.249-5000,

Basis for settlement of proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VI. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

8 52.249-5000 efr BASIS FOR SETTLEMENT OF PROPOSALS

"Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate."

(End of Statement)

9 52.0-4039 YEAR 2000 COMPLIANCE (JULY 1998)

In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year

2000 compliant. Specifically the contractor shall:

a. Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order that may be affected by the Y2K compliance requirement.

b. Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

(End of Paragraph)

10 52.0-4083 CORRESPONDENCE IDENTIFICATION (52.0000-4083)

a. The Contractor shall use a serial numbering system on all formal correspondence sent to the Contracting Officer or his representative. The Contractor will provide one original and two duplicate copies of all correspondence.

b. The Contractor may use a Request for Information (RFI) system for drawing/specification clarifications, subject to the following conditions:

(1) The Contractor shall use a sequential numbering system for all RFI's separate and apart from the correspondence numbering system.

(2) The Contractor shall provide one original and two copies of all RFI's.

(3) The Contractor shall designate ONE individual responsible person, subject to approval by the Contracting Officer, for reviewing and issuing RFI's.

(4) If a Network Analysis is required, all RFI's are to identify the NAS activities directly and/or indirectly affected by the RFI on the progress schedule. The Contractor should anticipate a minimum of 10 calendar days for Government review and response.

(5) No requests for deviations or variations from the contract by RFI will be allowed. Deviations/variations are to be submitted on ENG Form 4025 as described in Section 01300, SUBMITTAL PROCEDURES.

(6) The use of RFI's does not relieve the Contractor of his responsibility for reviewing the contract documents and coordinating the work to be performed. If it is determined by the Contracting Officer that the RFI system is being used for other than its intended purpose, the Contracting Officer has the authority to discontinue the use of the RFI's for the remainder of the contract.

(End of Statement)

**11 52.1-4038 196 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989)
(ER 415-1-15) (52.0001-4038 1/96)**

a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled "DEFAULT (FIXED PRICE CONSTRUCTION)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS											
WORK DAYS BASED ON (5) DAY WORK WEEK											
<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
5	5	4	4	5	6	5	4	4	4	4	5

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month). be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph "b" above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "DEFAULT (FIXED PRICE CONSTRUCTION)." (END)

**12 52.1-4042 196 ASBESTOS ABATEMENT INSURANCE - (52.0001-4042 196) (JAN 1991)
(CESWF-CT-CA)**

a. If any asbestos abatement/removal or any other work with asbestos is required under this contract and Comprehensive General Liability Insurance is required, the policy of insurance which covers the asbestos abatement/removal or other work with asbestos shall be a "per occurrence" policy as that term used in the insurance industry. A policy issued on a "claims made" basis or any other "short tail" basis will not be accepted.

b. The Comprehensive General Liability per occurrence policy shall be obtained by the prime Contractor if the asbestos abatement work is performed by the prime Contractor's own work force, or by an asbestos abatement subcontractor, if the asbestos abatement work is subcontracted. The Contractor shall insert in the subcontract a requirement for the asbestos abatement subcontractor to provide and maintain a copy of the subcontractor's proof of required insurance, and shall make such copy available to the Contracting Officer upon request.

(End of Clause)

13 52.1-4043 196 LEAD-BASED PAINT ABATEMENT INSURANCE (52.0000-4043 196) (SEP 1993)

(CESWF-ED-GH)

a. If any lead-based paint abatement/removal or any other work with lead-based paint is required under this contract and Comprehensive General Liability Insurance is required, the policy of insurance which covers the lead-based paint batement/removal or other work with lead-based paint shall be a "per occurrence" policy as that term used in the insurance industry. A policy issued on a "claims made" basis or any other "short tail" basis will not be accepted.

b. The Comprehensive General Liability per occurrence policy shall be obtained by the prime Contractor if the lead-based paint abatement work is performed by the prime Contractor's own work force, or by a lead-based paint abatement subcontractor, if the abatement work is subcontracted. If subcontracted, the Contractor shall insert in the subcontract a requirement for the abatement subcontractor to provide and maintain the insurance required by this paragraph. The Contractor shall maintain a copy of the subcontractor's proof of required insurance, and shall make such copy available to the Contrcting Officer upon request.

(End of Clause)

14 52.1-4046 196 SUPERINTENDENCE OF SUBCONTRACTORS (52.0001-4046 196) (1965 JAN)

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clause entitled "SUPERINTENDENCE BY CONTRACTOR":

(1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

15 52.1-4048 196 RESPONSIBILITY OF THE CONTRACTOR (1991 LOCAL)(52.0001-4048 196)

a. The Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings and specifications furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services.

b. Neither the Government's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause or action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services described in paragraph (a) furnished under this contract.

c. The rights and remedies of the Government provided for under the contract are in addition to any other rights and remedies provided by law.
(End of Clause)

16 52.1-4051 196 EPA INDEMNIFICATION UNDER CERCLA - (42 u.s.c. 9619) - FIXED PRICE CONTRACT (52.0001-4051 196)

a. This clause will be modified by mutual agreement of the parties hereto within 180 days of the EPA's promulgation of final guidelines for carrying out the provision of Section 119 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended (42 U.S.C. 9619).

b. Pursuant to 42 U.S.C. 9619, and upon determination by EPA that adequate pollution liability insurance is not available at a reasonable cost, EPA may, upon request of the Contractor, hold harmless and indemnify the Contractor against any liability, not compensated by insurance or otherwise, which results from a release of any hazardous substance or pollutant or contaminant, if such release arises from the Contractor's response action activities under this contract. It is understood that the Contractor's request must be expressly approved by EPA as a prerequisite for the Contractor to receive this indemnification.

c. This indemnification will extend to any third party liability including the expenses of litigation or settlement arising from the Contractor's negligence in its performance or response action activities

under this contract provided that no reimbursement will be allowed for any liabilities that were caused by conduct of the Contractor (including any conduct of its directors, managers, staff, representatives or employees) which was grossly negligent, constituted intentional misconduct or demonstrated a lack of good faith. Further, the Contractor shall not be indemnified for liability arising under strict tort liability or any other basis of liability other than negligence.

d. No reimbursement will be made under this clause for any liability damage claim which does not exceed \$100,000 or the deductible amounts of the Contractor's insurance whichever is greater. It is expressly understood that the only source of funds available for reimbursements under this clause is the CERCLA Hazardous Substance Superfund and that any reimbursement will be subject to the availability of appropriations in the Superfund at the time such liabilities are represented by final judgments or by settlements approved in writing by EPA except to the extent that Congress may make appropriations to specifically fund any deficiencies.

e. The Contractor agrees, in accordance with EPA Interim Guidance (OSWER Directive 9835.5), to make diligent efforts throughout contract performance to procure adequate pollution liability insurance and to provide documentation periodically or as required by the Contracting Officer to substantiate these efforts. Upon obtaining quotes for such insurance, the Contractor shall submit documentation as required by the Contracting Officer. The Contracting Officer will forward this documentation to EPA for its review and approval. Upon receipt of EPA approval, the Contractor will be entitled to reimbursement under the contract for the cost of pollution liability insurance allocable to this contract.

f. If, during contract performance, approved or required insurance coverage is reduced by the Contractor without the Contracting Officer's approval, the liability of EPA under this clause will not be increased by reason of such reduction. It is understood that required pollution liability insurance coverage relates to the period of contract performance.

g. The Contractor shall -

(1) Promptly notify the Contracting Officer and EPA of any claim or action against, or any loss by, the Contractor or any subcontractors that may reasonably be expected to involve indemnification under this clause;

(2) Immediately furnish to EPA copies of all pertinent papers the Contractor receives;

(3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form EPA requires; and

(4) Comply with EPA directions and execute any authorizations required in connection with settlement or defense of claims or actions.

h. The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.

i. With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against the pollution liability addressed in paragraph (b). This indemnification shall provide between the Contractor and subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof and the like. The Contracting Officer may also approve indemnification of subcontractors at any lower tier in the form of indemnification agreements between subcontractors and under the same terms and conditions as in this clause. EPA will indemnify the Contractor against liability to subcontractors incurred under subcontract indemnification provisions.

j. The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. EPA may pay the Contractor or may directly pay parties to whom the Contractor may be liable.

k. Nothing in this clause shall be construed as an indemnification agreement between the U.S. Army Corps of Engineers and the Contractor or subcontractor.

17 52.1-4063 VALUE ENGINEERING CONTRACTOR PROPOSAL - VECP (AUG 86) (52.0001-4063)

Reference the Contract Clause "VALUE ENGINEERING-CONSTRUCTION".

After receipt of an approved VECP modification signed by the Contracting Officer, the Contractor may include its share of the Instant Contract Savings as part of the next scheduled Progress Payment estimate.

Payment of the Contractor's share of the Instant Contract Savings may be withheld at the discretion of the Contracting Officer, until a revised NAS or BAR CHART for the affected activity has been submitted and approved.

(End of Clause)

**18 52.28-4000 HAZARDOUS MATERIALS ABATEMENT INSURANCE - (AUG 1997)
(52.0028-4000)**

a. If hazardous materials (e.g. asbestos, lead-based paint, polychlorinated biphenyl (pcb) compounds) abatement/removal or any other work with hazardous materials is required under this contract and Comprehensive General Liability Insurance is required, the policy of insurance which covers the hazardous materials abatement/removal or other work with asbestos shall be a "per occurrence" policy as that term used in the insurance industry. A policy issued on a "claims made" basis or any other "short tail" basis will not be accepted.

b. The Comprehensive General Liability per occurrence policy shall be obtained by the prime Contractor if the hazardous materials abatement work is performed by the prime Contractor's own work force, or by an hazardous materials abatement subcontractor(s), if the hazardous materials abatement work is subcontracted. The Contractor shall insert in the subcontract a requirement for the hazardous materials abatement subcontractor(s) to provide and maintain the insurance required by this paragraph. The Contractor shall maintain a copy of the subcontractor's proof of required insurance, and shall make such copy available to the Contracting Officer upon request."

19 52.211-4406 196 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984) (52.0211-4406 1/96)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension thereof, the Contractor shall pay to the Government as liquidated damages, the sum for each day of delay as set forth in the schedule given in Section 1000, "CONSTRUCTION SCHEDULE".

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of Clause)

20 52.217-4006 EVALUATION OF OPTIONS (AUG 1996) (52.0217-4006)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. This contract contains an Economic Price Adjustment Provision Clause under which the price determination of the option years beyond year one is standardized, therefore, evaluation of the

options is based upon the evaluation of the base year. Evaluation of options will not obligate the Government to exercise the option(s).

21 52.228-4005 196 REQUIRED INSURANCE (APR 1984) (52.0228-4005 1/969)

As a minimum and pursuant to contract clause entitled "Insurance--Work on a Government Installation", the contractor shall maintain the following insurance.

(a) Workmen's compensation and employers' liability insurance in compliance with applicable state statutes, with a minimum employers' liability coverage of \$100,000.

(b) Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. Property damage liability insurance in the amount of \$100,000 is required.

(c) Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

22 52.236-4001 EBS CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1996) (52.0236-4001 EBS)

(a) The Government--

(1) Will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. It is the contractor's responsibility to reproduce a set of contract drawings from this compact disk. The Government will not give the contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	and	Drawing No.
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ROOFING REQUIREMENTS CONTRACT, FORT POLK, LA			
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The list of drawings and maps set out in the index on the drawings is hereby incorporated by reference into these specifications.

Schedules included in the drawings are for the purpose of defining requirements other than quantities.

(End of clause)

23 52.236-4004 196 PHYSICAL DATA (APR 1984) (52.0236-4004 196)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

The physical conditions indicated on the drawings and in the specifications are the result of site investigations by surveys.

(End of clause)
(R 7-603.25 1965 JAN)

**24 52.236-4006 196 PAYMENT FOR UTILITY SERVICES (FAR 36.303(c)(6))
(52.0236-4006 196)**

In accordance with Contract Clause 52.236-14, "Availability and use of Utility Services," water, gas, and electricity are available from Government-owned and operated systems and will be furnished without charge to the Contractor.

(End of clause)

25 52.236-4015 196 QUANTITY SURVEYS (APR 1984) (52.0236-4015 196)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(d) Copies of original road and railroad cross section survey data used by the Government for design of relocation projects will be furnished to the Contractor upon request. The Contractor has the option of using the Government-furnished data as original ground surveys for computing quantities of work performed in lieu of making such surveys as required by subparagraph "a" above. The option for using Government-furnished survey data shall not relieve the Contractor of his responsibility for making surveys required for layout, control of the work, and final surveys as specified herein. Discrepancies found between initial survey data and existing ground surfaces shall be promptly reported to the Contracting Officer.

(End of clause)
(R 7-603.50(a) 1979 MAR)

**26 52.236-4016 196 QUANTITY SURVEYS (APR 1984)--ALTERNATE I (APR 1984)
(52.0236-4016 196)**

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Contractor shall conduct the original and final surveys and

surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

d) Copies of original road and railroad cross section survey data used by the Government for design of relocation projects will be furnished to the Contractor upon request. The Contractor has the option of using the Government-furnished data as original ground surveys for computing quantities of work performed in lieu of making such surveys as required by subparagraph "a" above. The option for using Government-furnished survey data shall not relieve the Contractor of his responsibility for making surveys required for layout, control of the work, and final surveys as specified herein. Discrepancies found between initial survey data and existing ground surfaces shall be promptly reported to the Contracting Officer.

(End of clause)
(R 7-603.50(a) 1979 MAR)
(R 7-603.50(b) 1979 MAR)

27 52.236-4201 PERFORMANCE EVALUATION OF CONTRACTOR (52.0236-4201)

a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations (per delivery order, per quarter, etc.) may be prepared at any time during contract performance when determined to be in the best interest of the Government.

b. The format for the evaluation will be Department of Defense (DD) Form 2626. The Contractor will be rated either outstanding, above average, satisfactory, marginal, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised in writing of an overall unsatisfactory rating prior to completing the evaluation.

c. In accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 236.201(c)(2), all performance evaluations will be made available to all DoD Contracting offices for their future use in determining contractor responsibility.

(End of Paragraph)

28 52.236-4243 IDQ ECONOMIC PRICE ADJUSTMENT FACTOR FOR OPTION YEARS (52.0236-4243 IDQ)

Adjustment to the base year unit prices for all option years will be in accordance with the equation:

$$P_1 = P \times f$$

Where P_1 - New Unit Price

P - Unit Price for Base Year of Contract

f - Index factor

The index factor, f , shall be computed according to the following equation:

$$f = \frac{BCI-C}{BCI-B}$$

BCI is the Building Cost Index as published by ENR Magazine, formerly called Engineering News Record.

In computing f, the BCI-C may be located on the Market Trends page of the ENR current issue at the time the option is exercised. The BCI-B is the base reference for the month in which the basic contract was awarded.

(Currently published annually in last issue in March.)

If ENR changes the index base year(s), the base reference used herein will be adjusted to accommodate new BCI-C(s).

If the BCI-C ceases to be published the parties shall agree on substitute indices.

Example Calculation:

Base Period Contract awarded: May 1996
Option Period exercised in: May 1997
Unit Price for the Base Period was: \$1.50 per unit
Therefore: $f - \text{BCI-C (May 1997)} = 3225 = 1.02$
 BCI-B (May 1996) 3161
Adjusted unit price for the option period would be:
 $\$1.50 \times 1.02 = \1.53 per unit
(End of Clause)

END OF SECTION 00800